

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2011 by and between the County of Essex (hereafter "County") and AFSCME, Local 1247 (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2%) across the board increase. In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
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- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro-rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

S. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

12/08/2011 11:41
IN WITNESS WHEREOF, the parties have, by their authorized representatives,

set their hands and seals this day , 2011.

AFSCME LOCAL 1247

FOR THE COUNTY

Janine Finelli

Janine Finelli
President

Joseph N. DiVincenzo, Jr.
Joseph N. DiVincenzo, Jr.
Essex County Executive

Deborah Davis Ford
Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

James R. Paganelli
James R. Paganelli, Esq.
Essex County Counsel

MEMORANDUM OF AGREEMENT

Agreement made this 18th day of July, 2012 by and between the County of Essex (hereafter "County") and JNESO, District Council 1, IUOE/AFL-CIO (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

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must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

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- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to

allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

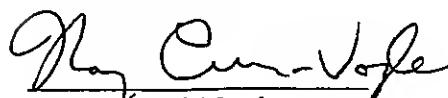
5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,

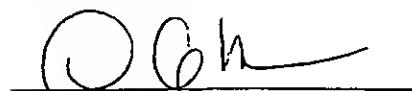
set their hands and seals this 18th day *January*, 2012

JNESO, DISTRICT COUNCIL 1
IUOE, AFL/CIO

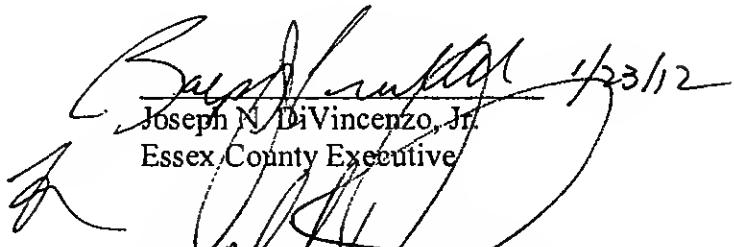
FOR THE COUNTY



Nancy Cursi-Vogle
Local President



Ozcan Coban
Local Vice President



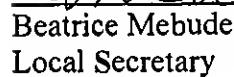
Joseph N. DiVincenzo, Jr. 1/23/12

Joseph N. DiVincenzo, Jr.
Essex County Executive



Deborah Davis Ford

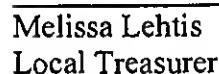
Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders



Beatrice Mebude

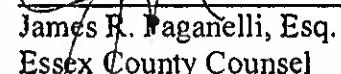
Beatrice Mebude
Local Secretary

Approved as to Form



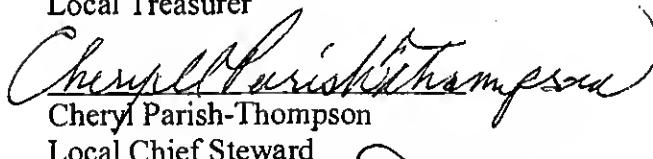
Melissa Lehtis

Melissa Lehtis
Local Treasurer



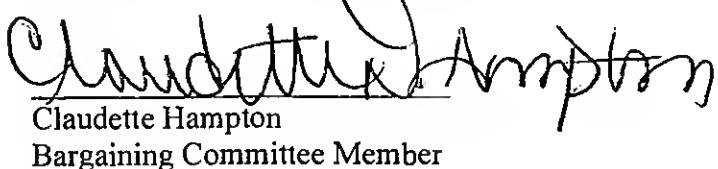
James R. Paganelli, Esq.

James R. Paganelli, Esq.
Essex County Counsel



Cheryl Parish-Thompson

Cheryl Parish-Thompson
Local Chief Steward



Claudette Hampton

Claudette Hampton
Bargaining Committee Member



Meredith Larson

Meredith Larson
Labor Representative

L-11-0105
6-7-11

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood of Electrical Workers, Local 1158, Staff Physicians and Dentists (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

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2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2%) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
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4. Waiver/Opt-Out

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declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,

INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS,
LOCAL 1158

~~Joseph P. Calabro
Business Manager~~

FOR THE COUNTY

Barry J. Faulkner 11/17/11
Joseph N. DiVincenzo, Jr.
Essex County Executive

Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

James R Paganelli, Esq.
Essex County Counsel

K-11-0770
11-9-11

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2011 by and between the County of Essex (hereafter "County") and the Overbrook Employees Association/Communications Workers of America, Local 1040 (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations Agreement and the Memorandums of Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

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FOR CWA 1040/OEA

day , 2011.

FOR THE COUNTY

Carolyn C. Wade
By: Carolyn C. Wade, President
CWA Local 1040

2000-01-01

Ronald W. Harris
OEA Branch President

Ronald W. Harris

OEA Branch President

Ronald Rogers
Ronald Rogers
OEA Branch Treasurer.

THE BOSTONIAN

ANSWER

Upper G. H.

OEA Branch Secretary

William Kauffman
Local 1040 Staff Representative

Victor S. Waller
Victor Waller
CWA Representative

Donald L. Klein
Donald L. Klein
Executive Vice President
CWA Local 1040

FOR THE COUNTY

Joseph N. DiVincenzo, Jr.
Essex County Executive

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Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.
Essex County Counsel

11-0769
11-911

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2011 by and between the Essex County Surrogate (hereafter "County") and Local 32, O.P.E.I.U. (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Surrogate, Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

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2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

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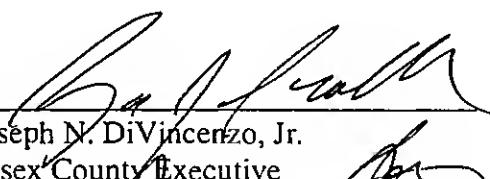
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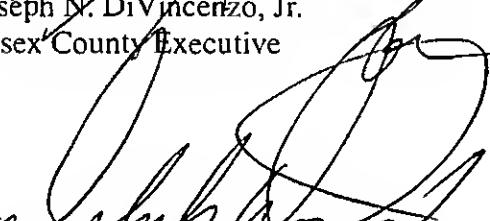
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UNDERSTANDING

At the request of the Surrogate, the Administration of the County of Essex was actively involved in the negotiation of the 2011-2013 Essex County Surrogate's Employees' Memorandum of Agreement, and as a result, does not disagree with any of the terms.

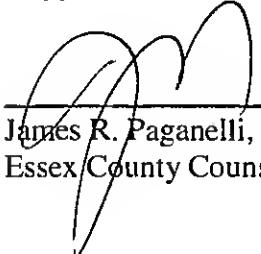
By: 

Joseph N. DiVincenzo, Jr.
Essex County Executive

By: 

Deborah Davis Ford, Clerk to the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

IN WITNESS WHEREOF, the parties have, by their authorized representatives,

**FOR THE ESSEX COUNTY
SURROGATE**

Joseph P. Brennan, Jr.
Essex County Surrogate

FOR LOCAL 32, O.P.E.I.U.

Allen Byron

Allen Byron
Business Manager/Secretary-
Treasurer
Local 32, OPEIU

K-11-0631
9-9-11

MEMORANDUM OF AGREEMENT

Agreement made this 31 day of August, 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood Electrical Workers, Local 1158 – Unit Managers and Supervisors (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

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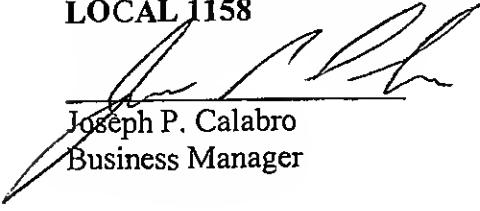
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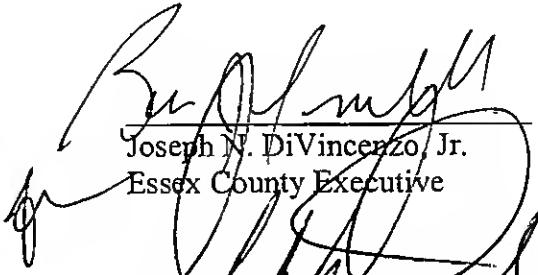
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set their hands and seals this 31 day of August, 2011.

**INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS,
LOCAL 1158**

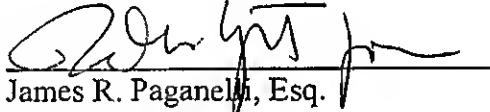

Joseph P. Calabro
Business Manager

FOR THE COUNTY


Joseph N. DiVincenzo, Jr.
Essex County Executive


Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

2-11-0633
9-7-11

MEMORANDUM OF AGREEMENT

Agreement made this 31 day of Aug, 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood Electrical Workers, Local 1158 – WIA (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

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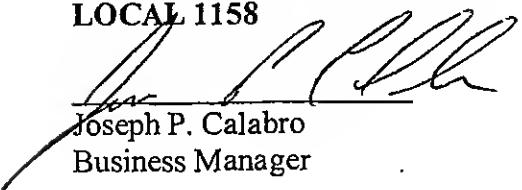
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- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents

an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

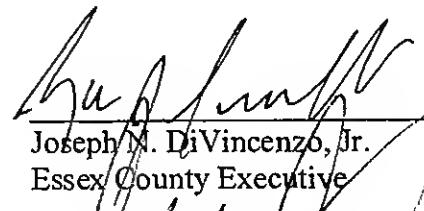
5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

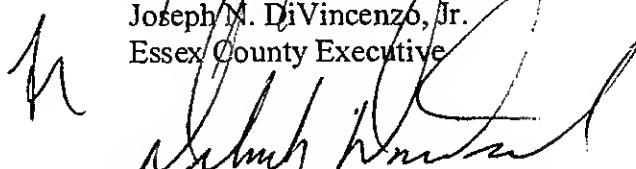
IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 31st day Aug, 2011.

**INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS,
LOCAL 1158**

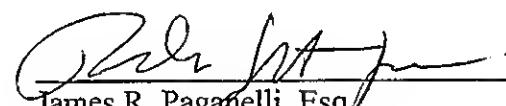

Joseph P. Calabro
Business Manager

FOR THE COUNTY


Joseph M. DiVincenzo, Jr.
Essex County Executive


Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

3-11-0628
9-7-11

MEMORANDUM OF AGREEMENT

Agreement made this 11 day of Sept, 2011 by and between the Essex County Commissioner of Registration and Superintendent of Elections (hereafter "Commissioner") and the International Brotherhood of Electrical Workers, Local 1158 (hereinafter "Union").

WHEREAS, the Commissioner and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

WHEREAS, the Commissioner and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the Commissioner and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Commissioner, the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

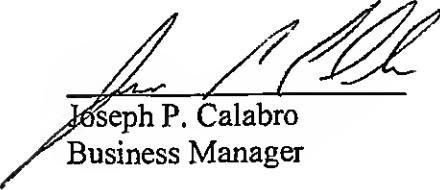
- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.

- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

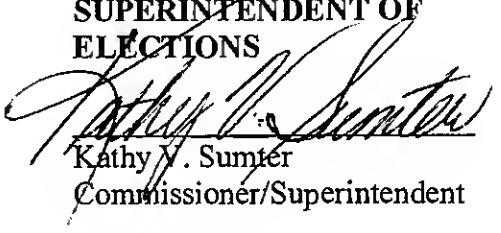
5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Commissioner, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 11 day *Sep*, 2011.

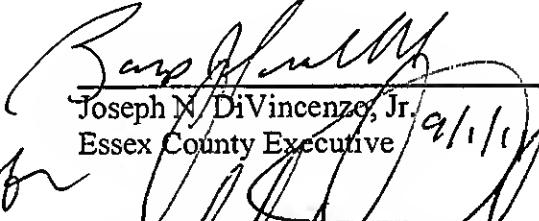
**INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS,
LOCAL 1158**

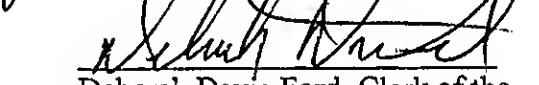

Joseph P. Calabro
Business Manager

**FOR THE ESSEX COUNTY
COMMISSIONER OF
REGISTRATION AND
SUPERINTENDENT OF
ELECTIONS**

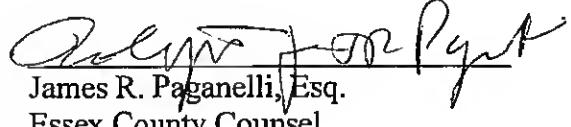

Kathy V. Sumter
Commissioner/Superintendent

FOR THE COUNTY


Joseph N. DiVincenzo, Jr.
Essex County Executive


Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

5-11-0630
9-7-11

MEMORANDUM OF AGREEMENT

Agreement made this 31st day of Aug, 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood Electrical Workers, Local 1158 - Employment Specialist (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees,

must have been employed by the County on or prior to July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

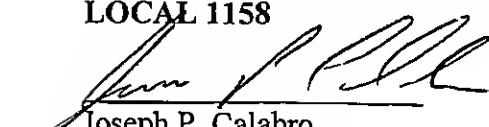
- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents

an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

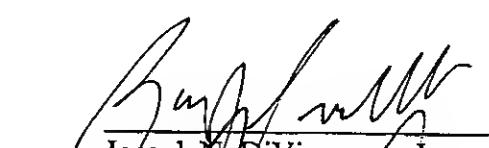
5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

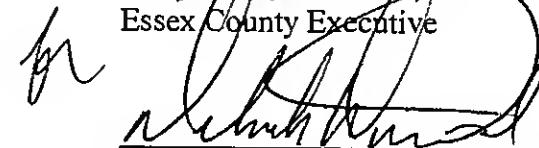
IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 31 day Aug, 2011.

**INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS,
LOCAL 1158**

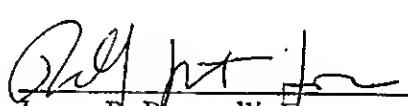

Joseph P. Calabro
Business Manager

FOR THE COUNTY


Joseph V. DiVincenzo, Jr.
Essex County Executive


Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

K-11-0632
9-7-11

MEMORANDUM OF AGREEMENT

Agreement made this 17 day of Sept, 2011 by and between the County Prosecutor of Essex County (hereafter "Prosecutor") and the International Brotherhood of Electrical Workers, Local 1158- Prosecutor's Clerical Unit (hereinafter "Union").

WHEREAS, the Prosecutor and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

WHEREAS, the Prosecutor and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the Prosecutor and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Prosecutor, the Essex County Executive, and the Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

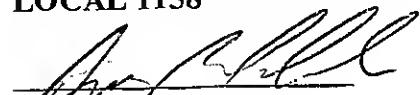
- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.

- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

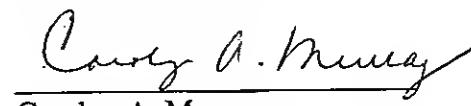
5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Prosecutor, the Essex County Executive, and the Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the parties during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 1st day July, 2011.

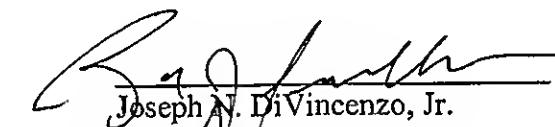
**INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS,
LOCAL 1158**

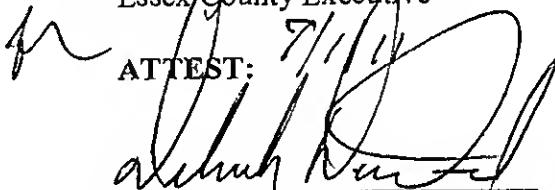

Joseph P. Calabro
Business Manager

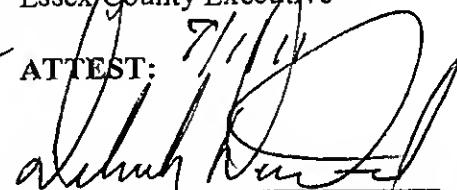
**PROSECUTOR OF
ESSEX COUNTY**


Carolyn A. Murray
Acting Essex County Prosecutor

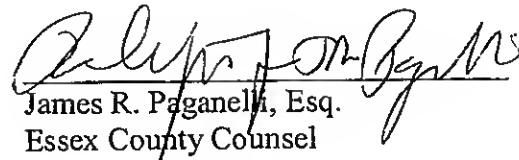
COUNTY OF ESSEX


Joseph N. DiVincenzo, Jr.
Essex County Executive

ATTEST: 


Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

K-11-0590
9-7-11.

MEMORANDUM OF AGREEMENT

Agreement made this 29th day of August, 2011 by and between the County of Essex (hereafter "County") and the Public Employees Supervisor's Union (Supervisors) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Collective Negotiations Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
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- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents

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5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 29th day August, 2011.

**PUBLIC EMPLOYEES SUPERVISOR'S
(SUPERVISORS)**

Carol Perkins
By: Carol Perkins, President
Public Employees Supervisor's
Union (Supervisors)

George Akunna
George Akunna, Executive Vice President
Public Employee Supervisor's Union
(Supervisors)

FOR THE COUNTY

Barry J. Hallinan
Joseph N. DiVincenzo, Jr. 8/31/11
Essex County Executive

Deborah Davis Ford
Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

James R. Paganelli
James R. Paganelli, Esq.
Essex County Counsel

R-11-0591
9-7-11

MEMORANDUM OF AGREEMENT

Agreement made this 29th day of August, 2011 by and between the County of Essex (hereafter "County") and the Public Employees Supervisor's Union (Administrators) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Collective Negotiations Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

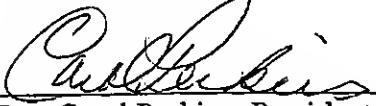
- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
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- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a

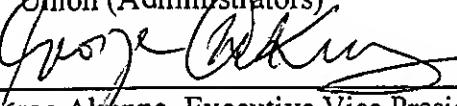
declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

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IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 29th day August, 2011.

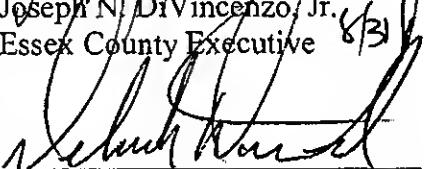
**PUBLIC EMPLOYEES SUPERVISOR'S
(ADMINISTRATORS)**


By: Carol Perkins, President
Public Employees Supervisor's
Union (Administrators)

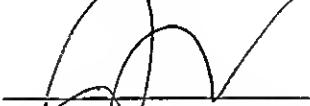

George Akunna, Executive Vice President
Public Employee Supervisor's Union
(Administrators)

FOR THE COUNTY


Joseph N. DiVincenzo, Jr.
Essex County Executive


Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

2-11-0589
9-7-11

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of August, 2011 by and between the County of Essex (hereafter "County") and the Communications Workers of America, Local 1081- Clericals (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Collective Negotiations Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to

allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. **Senior Security Guard**

- A. Effective July 1, 2011, after adjusting for the two percent (2%) increase in base pay, the salary range for the title Senior Security Guard will increase by five hundred dollars (\$500.00). Senior Security Guards at the maximum of the range on this date shall have their salary increased by five hundred dollars (\$500.00).
- B. Effective July 1, 2012, after adjusting for the one and one half percent (1 ½ %) increase in base pay, the salary range for the title Senior Security Guard will increase by five hundred dollars (\$500.00). Senior Security Guards at the maximum of the range on this date shall have their salary increased by five hundred dollars (\$500.00).
- C. Effective September 1, 2013, after adjusting for the two percent (2%) increase in base pay, the salary range for the title Senior Security Guard will increase by five hundred dollars (\$500.00). Senior Security Guards at the maximum of the range on this date shall have their salary increased by five hundred dollars (\$500.00)

6. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 7th day Sept, 2011.

**COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 1081 -
CLERICALS**

By: David H. Weiner, President
CWA Local 1081

Alan Kaufman
Alan Kaufman, Representative
CWA

Dolores/CWA1081Clericals 2011

FOR THE COUNTY

Joseph N. DiVincenzo, Jr.
Joseph N. DiVincenzo, Jr.
Essex County Executive

Deborah Davis Ford
Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

James R. Paganelli
James R. Paganelli, Esq.
Essex County Counsel

K-11-2588
9-9-11

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of August, 2011 by and between the County of Essex (hereafter "County") and the Communications Workers of America, Local 1081- Professionals (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Collective Negotiations Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to

allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 7th day Sept, 2011.

**COMMUNICATIONS WORKERS
OF AMERICA, LOCAL 1081 -
PROFESSIONALS**

FOR THE COUNTY

By: DHW
By: David H. Weiner, President
CWA Local 1081

AK
By: Alan Kaufman, Representative
CWA

Dolores/CWA1081 Professionals 2011

JND
By: Joseph N. DiVincenzo, Jr.
Essex County Executive

DDF
By: Deborah Davis Ford
Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

DRP
By: James R. Paganelli
James R. Paganelli, Esq.
Essex County Counsel

K-11-0629
9-7-11.

MEMORANDUM OF AGREEMENT

Agreement made this 15 day of Sept, 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood of Electrical Workers, Local 1158 – Craft Formen (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Memorandum of Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and the Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Memorandum of Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

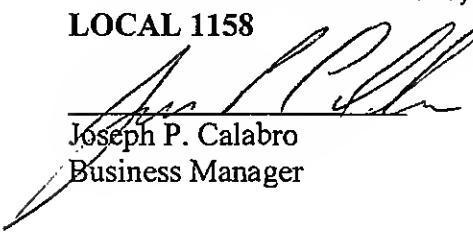
- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.

f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

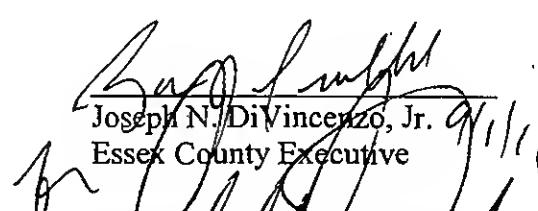
5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and the Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

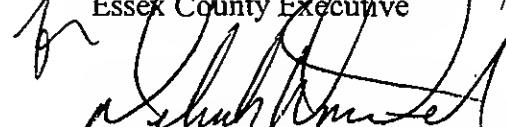
IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 1st day Sept, 2011.

**INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS,
LOCAL 1158**

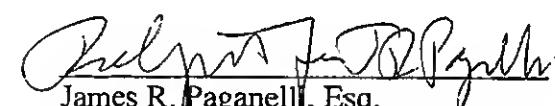

Joseph P. Calabro
Business Manager

FOR THE COUNTY


Joseph N. DiVincenzo, Jr. 9/1/11
Essex County Executive


Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

Q-11-0767
11-9-11

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2011 by and between the County of Essex (hereafter "County") and the International Union of Operating Engineers, Local 68-68A-68B (Public Works - Craft Titles) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Collective Bargaining Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. **Waiver/Opt-Out**

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- g. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- h. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- i. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- j. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- k. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- l. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a

declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

**INTERNATIONAL UNION OF
OPERATING CRAFT TITLES
LOCAL 68-68A-68B**

Keith Weicker
Assistant Business Representative

**Donald McIlwrath
Shop Steward**

Donald McIlwrath
Shop Steward

FOR THE COUNTY

Joseph N. DiVincenzo, Jr.
Essex County Executive

Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.
Essex County Counsel

5-11-0748
11-9-11

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2011 by and between the County of Essex (hereafter "County") and the International Union of Operating Engineers, Local 68-68A-68B (Engineers) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Collective Bargaining Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
- e. If an employee continues to receive prescription coverage from the County, the employee must pay the applicable amount as set forth by legislation.
- f. An employee who waives coverage shall be permitted to resume coverage under the same terms and conditions as apply to initial coverage if the employee ceases to be covered through the employee's spouse for any reason, including, but not limited to, the retirement or death of the spouse or divorce. An employee who resumes coverage shall repay, on a pro rata basis, any amount received which represents

an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 68-68A-68B**

FOR THE COUNTY

Keith Weicker
Assistant Business Representative

~~Joseph N DiVincenzo, Jr.
Essex County Executive~~

Paul Alfano
Shop Steward

Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.
Essex County Counsel

4-11-0766
11-9-11.

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2011 by and between the County of Essex (hereafter "County") and the International Union of Operating Engineers, Local 68-68A-68B (Parks – Craft Titles) (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Collective Bargaining Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. Salaries and Compensation

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.

C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
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an advance payment for a period of time during which coverage is resumed. An employee who wishes to resume coverage shall file a declaration with the County, in such form as the County shall prescribe, that the waiver is revoked. The decision of the County to allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,

**INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 68-68A-68B**

Keith Weicker
Assistant Business Representative

James Doherty
Shop Steward

FOR THE COUNTY

Joseph N. DiVincenzo, Jr.
Essex County Executive

Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form

James R. Paganelli, Esq.
Essex County Counsel

3-11-0568
8/17/11

MEMORANDUM OF AGREEMENT

Agreement made this _____ day of _____, 2011 by and between the County of Essex (hereafter "County") and the International Brotherhood Electrical Workers, Local 1158 (hereinafter "Union").

WHEREAS, the County and the Union are parties to a Collective Negotiations Agreement which expired on December 31, 2010; and

WHEREAS, the County and Union have engaged in good faith collective negotiations for a successor agreement; and

WHEREAS, the County and Union have reached agreement on the terms and conditions for a successor agreement subject to ratification by the Union membership and approval by the Essex County Executive and Essex County Board of Chosen Freeholders.

NOW, THEREFORE, in consideration of the mutual covenants and undertaking herein set forth the parties agree as follows:

1. The terms of the prior Collective Negotiations Agreement between the parties shall remain in full force and effect except as herein modified.

2. **Term:** The term of the new agreement shall be for a period of three (3) years from January 1, 2011 through December 31, 2013.

3. **Salaries and Compensation**

A) Effective July 1, 2011, a two percent (2 %) across the board increase.

In order to be eligible for this increase, employees, except for retirees, must have been employed by the County on or prior to July 1, 2011 and

must still be employed by the County when this Agreement is ratified by the Board of Chosen Freeholders.

- B) Effective July 1, 2012, a one and one-half percent (1 ½ %) across the board increase.
- C) Effective September 1, 2013, a two percent (2%) across the board increase.

4. Waiver/Opt-Out

Effective January 1, 2012 the County will implement a waiver program for health benefits insurance costs for active employees. The waiver program will consist of the following:

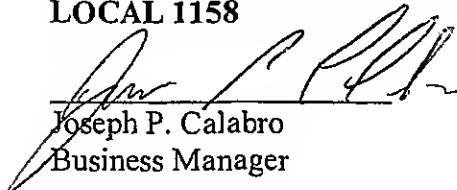
- a. Employees may waive family coverage to be capped at \$4,000 or 25% of the amount saved by the County, whichever is less.
- b. Employees may waive parent/child or husband/wife coverage to be capped at \$3,000 or 25% of the amount saved by the County, whichever is less.
- c. Employees may waive single coverage to be capped at \$2,000 or 25% of the amount saved by the County, whichever is less.
- d. In order to be eligible for the waiver, the employee must be enrolled in other health care coverage and provide the County proof of creditable coverage.
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allow its employees to waive coverage and the amount of consideration to be paid therefore shall not be subject to the collective bargaining process.

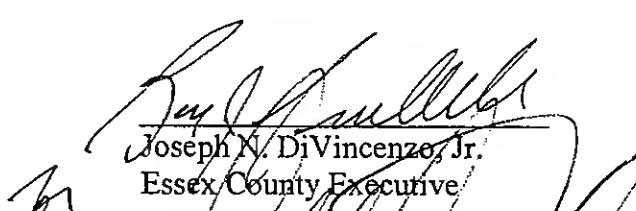
5. This Memorandum of Agreement represents the complete and final agreement between the parties and is contingent upon ratification and approval of the union membership, the Essex County Executive and Essex County Board of Chosen Freeholders. All proposals, whether written or oral, presented by the County and the Union during the course of negotiations are deemed withdrawn and not a part of this Agreement. This Agreement cannot be modified except by a writing signed by the parties.

IN WITNESS WHEREOF, the parties have, by their authorized representatives,
set their hands and seals this 17th day August , 2011.

INTERNATIONAL BROTHERHOOD
ELECTRICAL WORKERS,
LOCAL 1158

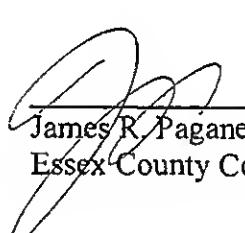

Joseph P. Calabro
Business Manager

FOR THE COUNTY


Joseph N. DiVincenzo, Jr.
Essex County Executive


Deborah Davis Ford, Clerk of the
Board of Chosen Freeholders

Approved as to Form


James R. Paganelli, Esq.
Essex County Counsel

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 2011 thru 2013.

Employer: County of El Paso
County: El Paso
Date: 7-13-12
Name: Dolores CAPETONIA
Print Name
Title: Art Director
Dawn
Signature

Certification

I declare to the best of my knowledge and belief that the attached document(s) are true electronic copies of the executed collective negotiations agreement(s) and the included summary is an accurate assessment of the collective bargaining agreement for the term beginning 2008 thru 2010 } Police
2011 2013 } 2013

Employer: City of East

County: East

Date: 7-13-12

Name: Dolores CAPETOWN
Print Name

Title: Asst City Crt

Dolores G
Signature